

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x 21-cv-2871 (KAM)(TAM)

Yoseph Aboutboul, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

LVNV Funding, LLC and
Forster & Garbus, LLP,

Defendant.

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ANSWER TO AMENDED COMPLAINT

Forster & Garbus, LLP (F&G), a Defendant named in the above-entitled action, by its attorney ROBERT L. ARLEO, ESQ., as and for its Answer to the Plaintiff's class action styled Amended Complaint filed on June 14, 2021 ("hereinafter Plaintiff's Amended Complaint") sets forth as follows:

1. The allegations set forth in paragraph 1 of the Plaintiff's Amended Complaint purport to be a synopsis of the Fair Debt Collection Practices Act (FDCPA) and otherwise sets forth no allegations against the Defendant, thus no response thereto is required. To the extent that said allegations are set forth to claim that the Defendant violated the FDCPA, deny said allegations.
2. The allegations set forth in paragraph 2 of the Plaintiff's Amended Complaint purport to be a further synopsis of the FDCPA and otherwise sets forth no allegations against the

Defendant, thus no response thereto is required. To the extent that said allegations are set forth to claim that the Defendant violated the FDCPA, deny said allegations.

3. In regard to the allegations set forth in paragraphs 3 and 4 of the Plaintiff's Amended Complaint, deny that the Court has subject matter jurisdiction and that venue is proper.
4. In regard to the allegations set forth in paragraph 5 of the Plaintiff's Amended Complaint, deny that any "class" exists and otherwise deny that the Defendant violated the FDCPA.
5. In regard to the allegations set forth in paragraph 6 of the Plaintiff's Amended Complaint, deny that the Plaintiff has any right to damages and/or declaratory relief from the Defendant.
6. Admit the allegations set forth in paragraph 7 of the Plaintiff's Amended Complaint.
7. The allegations set forth in paragraph 8 of the Plaintiff's Amended Complaint are not directed at the Defendant F&G thus no response thereto is required.
8. The allegations set forth in paragraph 9 of the Plaintiff's Amended Complaint are not directed at the Defendant F&G thus no response thereto is required.
9. Admit the allegations set forth in paragraph 10 of the Plaintiff's Amended Complaint.
10. Admit the allegations set forth in paragraph 11 of the Plaintiff's Amended Complaint.
11. Deny the allegations set forth in paragraph 12 of the Plaintiff's Amended Complaint.
12. Deny the allegations set forth in paragraph 13 of the Plaintiff's Amended Complaint.
13. Deny the allegations set forth in paragraph 14 of the Plaintiff's Amended Complaint.
14. Deny the allegations set forth in paragraph 15 of the Plaintiff's Amended Complaint.
15. Deny the allegations set forth in paragraph 16 of the Plaintiff's Amended Complaint.
16. Deny the allegations set forth in paragraph 17 of the Plaintiff's Amended Complaint.
17. Deny the allegations set forth in paragraph 18 of the Plaintiff's Amended Complaint.

18. Deny the allegations set forth in paragraph 19 of the Plaintiff's Amended Complaint.
19. Deny the allegations set forth in paragraph 20 of the Plaintiff's Amended Complaint.
20. In regard to the allegations set forth in paragraph 21 of the Plaintiff's Amended Complaint the Defendant refers to each and every paragraph set forth in the herein Answer and incorporates said paragraphs by reference herein as if stated at length herein.
21. Admit the allegations set forth in paragraph 22 of the Plaintiff's Amended Complaint.
22. Admit the allegations set forth in paragraph 23 of the Plaintiff's Amended Complaint.
23. Admit the allegations set forth in paragraph 24 of the Plaintiff's Amended Complaint.
24. Admit the allegations set forth in paragraph 25 of the Plaintiff's Amended Complaint.
25. Admit the allegations set forth in paragraph 26 of the Plaintiff's Amended Complaint.
26. Admit the allegations set forth in paragraph 27 of the Plaintiff's Amended Complaint.
27. Admit the allegations set forth in paragraph 28 of the Plaintiff's Amended Complaint only to the extent that the Defendant LVNV contracted with the Defendant F&G to collect the debt owed by the Plaintiff.
28. Deny the allegations set forth in paragraph 29 of the Plaintiff's Amended Complaint.
29. Admit the allegations set forth in paragraph 30 of the Plaintiff's Amended Complaint to the extent that said allegations relate to the Defendant F&G.
30. Deny the allegations set forth in paragraph 31 of the Plaintiff's Amended Complaint.
31. Admit the allegations set forth in paragraph 32 of the Plaintiff's Amended Complaint to the extent that said allegations relate to the Defendant F&G.
32. Admit the allegations set forth in paragraph 33 of the Plaintiff's Amended Complaint.
33. Admit the allegations set forth in paragraph 34 of the Plaintiff's Amended Complaint.
34. Admit the allegations set forth in paragraph 35 of the Plaintiff's Amended Complaint.

35. The allegations set forth in paragraph 36 of the Plaintiff's Amended Complaint constitute an alleged statement of law to which no response is required.

36. In regard to the allegations set forth in paragraph 37 of the Plaintiff's Amended Complaint the collection letter properly references to the fact that interest and other charges may be accruing in regard to the Plaintiff's debt thus the letter is in full compliance with the FDCPA decision referenced in said paragraph.

37. Admit the allegations set forth in paragraph 38 of the Plaintiff's Amended Complaint.

38. Admit the allegations set forth in paragraph 39 of the Plaintiff's Amended Complaint.

39. Deny the allegations set forth in paragraph 40 of the Plaintiff's Amended Complaint.

40. Deny the allegations set forth in paragraph 41 of the Plaintiff's Amended Complaint.

41. Deny the allegations set forth in paragraph 42 of the Plaintiff's Amended Complaint.

42. Admit the allegations set forth in paragraph 43 of the Plaintiff's Amended Complaint.

43. Admit the allegations set forth in paragraph 44 of the Plaintiff's Amended Complaint.

44. Admit the allegations set forth in paragraph 45 of the Plaintiff's Amended Complaint.

45. Deny the allegations set forth in paragraph 46 of the Plaintiff's Amended Complaint.

46. Deny the allegations set forth in paragraph 47 of the Plaintiff's Amended Complaint.

47. Deny the allegations set forth in paragraph 48 of the Plaintiff's Amended Complaint.

48. Deny the allegations set forth in paragraph 49 of the Plaintiff's Amended Complaint.

49. Deny the allegations set forth in paragraph 50 of the Plaintiff's Amended Complaint.

50. Deny the allegations set forth in paragraph 51 of the Plaintiff's Amended Complaint.

51. Deny the allegations set forth in paragraph 52 of the Plaintiff's Amended Complaint.

52. Deny the allegations set forth in paragraph 53 of the Plaintiff's Amended Complaint.

53. Deny the allegations set forth in paragraph 54 of the Plaintiff's Amended Complaint.

54. Deny the allegations set forth in paragraph 55 of the Plaintiff's Amended Complaint.
55. Deny the allegations set forth in paragraph 56 of the Plaintiff's Amended Complaint.
56. In regard to the allegations set forth in paragraph 57 of the Plaintiff's Amended Complaint the Defendant refers to each and every paragraph set forth in the herein Answer and incorporates said paragraphs by reference herein as if stated at length herein.
57. Deny the allegations set forth in paragraph 58 of the Plaintiff's Amended Complaint.
58. The allegations set forth in paragraph 59 of the Plaintiffs Amended Complaint constitute an alleged statement of law to which no response is required. To the extent that said allegations are set forth to claim that the Defendant violated the FDCPA, deny said allegations.
59. Deny the allegations set forth in paragraph 60 of the Plaintiff's Amended Complaint.
60. Deny the allegations set forth in paragraph 61 of the Plaintiff's Amended Complaint.
61. Deny the allegations set forth in paragraph 62 of the Plaintiff's Amended Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

62. The Complaint fails to state any claim upon which relief can be granted against the Defendants.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

63. The Plaintiff failed to mitigate his alleged actual damages.

DEMAND FOR JURY TRIAL

The Defendant F&G invokes its right to trial by jury.

DATED: New York, New York
June 14, 2021

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